

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor



A. Job Offer Information

1. Job Title * Agriculture Equipment Operator							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		3	3	3. First Date * 4/22/2023		4. Last Date * 12/23/2023	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday
						a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 4 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)							
Job requires worker to complete tasks in agricultural equipment operation and general farm labor of Corn, soybeans, seedcorn, greenbeans, peas and grapes.							
Farm Equipment Operator: Workers will be required to drive and operate many different types of farm machinery that are used during soil preparation, crop planting, cultivating, harvesting and store grains. Attach farm implements such as plow, disc, and planter to tractor. Crops include, but not limited to, corn, soybeans, seedcorn, greenbeans, peas and grapes. Worker will till soil, plant, spray, cultivate crops, and harvest. Mechanical skills, aptitude and the ability to safely operate farm machinery including forklifts, tractors, mowers, disk, trucks and other farm machinery is required. Workers will be required to operate equipment according to instructions and in a manner that protects the operator, other workers, crops, and equipment. The worker will operate and move farm equipment up and down the road. Moving and towing harvest equipment. Operation requires worker to lift up to 70 pounds and adjust body position to bend, stoop, stand, walk, turn, pivot and stand for long periods throughout the day. Worker will be required to load and unload crops or materials manually or using conveyors, hand trucks, forklifts, or augers.							
General Labor: The worker will be responsible for general repairs, maintenance and cleaning of farm equipment, running irrigation systems on the farm. The worker will repair farm equipment using shop tools such as wrench, torch power saw, air impact and welding equipment. The worker should be able to lift up to 70lbs. Additional training will be provided for these tasks. Employer will provide tools.							
Pay will be hourly.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 17.34		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input checked="" type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>70</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
7629 S. Scottsdale Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Berrien Springs	Michigan	49103	Berrien
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
None			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
619 Rockey Weed Road,			
2. City *	3. State *	4. Postal Code *	5. County *
Berrien Springs	Michigan	49103	Berrien
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		4	37
9. Identify the entity that determined the housing met all applicable standards: *			
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
Mobile Homes & Stick Built			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Worker purchases food and prepares meals. Employer offers no cost transportation to worker at least once a week to stores for food and other items.

2. The employer: *

☒ **WILL NOT** charge workers for meals.

☐ **WILL** charge each worker for meals at \$ ____ . ____ per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

For workers eligible for housing benefit, Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

Employer provided transportation to/from housing site(s), worksite(s), and weekly errands will include:

VEHICLE MAKE – Ford (2) VEHICLE MODEL – E-350 # OF SEATS - 15

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer accepts referrals from any source. Candidates are encouraged to register at nearest employment office (i.e. Michigan Works!), to receive terms and conditions of employment. BERRIEN COUNTY Michigan Works! may be reached at 800-285-9675 or by visiting their website at www.michiganworks.org.

Applicants should apply for job opportunity at nearest SWA office (20 CFR 655.152(j)). SWA advises applicants of material terms and conditions of employment, and only refers applicants for employment if applicant confirms he or she is qualified, able, willing, and available for employment. (20 CFR 655.155). SWA refers applicants to employer agent, Great Lakes Ag Labor Services, via email at wuglals@michfb.com

Candidates may call Great Lakes Ag Labor Services at 517-391-5090, for interview during hours listed below. Employer makes hiring decision upon verification of employment qualifications.

Interview Hours:
Tuesday, Wednesday, Friday: 8:00 a.m. 12:00 p.m.
Thursday: 8:00 a.m. 4:30 p.m.

Employer will not employ undocumented or fraudulently documented workers. Upon hiring and by end of third work day, workers must present original document(s) to establish identity and employment eligibility required by INA to continue employment.

Candidates should check with Employer one week prior to contract start date to confirm no changes to job opportunity. Candidates referred by employment office (i.e. Michigan Works!) should check with employment office 9 days and no later than 5 days prior to date of need to preserve rights under 20CFR653.501(d)(4).

Employer is equal opportunity employer and agrees to comply with assurance at 20 CFR 655.135

Employer will notify Local Office or State agency if employment terms and conditions change due to factors including crop, weather, or recruitment conditions. Work Agreement terms may be changed upon posted notice to workers and ETA Regional Administrator approval.

2. Telephone Number to Apply *
+1 (517) 391-5090

3. Extension §
N/A

4. Email Address to Apply *
wuglals@michfb.com

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable

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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Koebel	2. First (given) name * Mark	3. Middle initial §
4. Title * Partner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/16/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	530 East Rockeyweed Rd. Berrien Springs, Michigan 49103 BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	1965 E Linco Rd Berrien Springs, Michigan 49103 BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.972947, -86.445743 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.998224, -86.445761 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.987919, -86.438902 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.995758, -86.436923 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.992363, -86.445415 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.01662, -86.463111 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.994829, -86.409292 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.04682, -86.392252 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.9858, -86.352754 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.98215, -86.360142 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.020958, -86.453929 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.970902, -86.457111 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.994825, -86.400804 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.982326, -86.444058 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.981325, -86.449112 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.997683, -86.442433 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.983224, -86.424921 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.989755, -86.424205 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.986669, -86.432731 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.9894, -86.410855 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.97406, -86.453698 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.986681, -86.446252 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.991364, -86.452832 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.997229, -86.429052 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.038583, -86.372923 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.033229, -86.375382 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.873136, -86.271415 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.009141, -86.378985 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.975107, -86.432403 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.97348, -86.439713 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.020973, -86.42896 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.039596, -86.341517 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.037118, -86.344764 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.012452, -86.461151 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.98815, -86.397285 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.983117, -86.396551 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.987483, -86.443649 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.997696, -86.450436 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.931518, -86.178837 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.932798, -86.190016 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.884035, -85.89294 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.877473, -85.773991 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.877617, -85.788936 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.870954, -85.788008 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.929342, -86.165681 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.929462, -85.908344 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.511027, -86.448934 Michigan BERRIEN	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.92252, -85.909213 Michigan CASS	NONE	4/22/2023	12/23/2023	3

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.783953, -86.013671 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.778767, -86.010798 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.926406, -86.1802 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.923587, -86.113496 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.936078, -86.16195 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.915612, -86.071666 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.915843, -86.065537 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.922124, -86.070325 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.924173, -86.16971 Michigan CASS	NONE	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.877022, -85.887504 Michigan CASS	N/A	4/22/2023	12/23/2023	3

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.875081, -85.875768 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.901088, -86.063222 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.923163, -86.133069 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.935468, -86.169379 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.93287, -86.161243 Michigan CASS	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.743026, -85.839116 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.741657, -85.849521 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.756757, -85.842841 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.750062, -85.86387 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.756537, -85.866255 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.746606, -85.87588 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.75618, -85.875331 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.997109, -86.445662 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.02133, -86.461321 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.018996, -86.459546 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.019237, -86.452698 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.001399, -86.397752 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.993167, -86.43856 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.988874, -86.403662 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	42.002301, -86.443154 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.464206, -86.548593 Indiana LA PORTE	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.459502, -86.54862 Indiana LA PORTE	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.459557, -86.564252 Indiana LA PORTE	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.756537, -85.866255 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.742968, -85.839318 Indiana ELKHART	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.503665, -86.452626 Indiana ST JOSEPH	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.504302, -86.459907 Indiana ST JOSEPH	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.51913, -86.437243 Michigan BERRIEN	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.915076, -85.579102 Michigan ST JOSEPH	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.510543, -86.455628 Indiana ST JOSEPH	N/A	4/22/2023	12/23/2023	3

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SUNNYBROOKE GROWERS	41.517902, -86.443804 Indiana ST JOSEPH	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.514604, -86.44333 Indiana ST JOSEPH	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.499301, -86.44781 Indiana ST JOSEPH	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.496936, -86.463912 Indiana ST JOSEPH	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.865554, -85.581492 Michigan ST JOSEPH	N/A	4/22/2023	12/23/2023	3
SUNNYBROOKE GROWERS	41.900315, -85.578285 Michigan ST JOSEPH	N/A	4/22/2023	12/23/2023	3

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	6897 Hollywood Road, Berrien Springs, Michigan 49103 BERRIEN	mobile home	2	18	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	1965 East Linco Road, Berrien Springs, Michigan 49103 BERRIEN	stick built	4	16	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	371 West John Beers Road, Stevensville, Michigan 49127 BERRIEN	Stick Built	1	10	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	6816 U.S. Highway 31 Berrien Springs, Michigan 49103 BERRIEN	Stick Built	1	10	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) * Employer will make following deductions from worker's wages: <ul style="list-style-type: none">•FICA taxes if required,•Federal, state and local income tax if required,•Other deductions expressly authorized or required by state or federal law,•Other deductions worker authorizes in writing.			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * Experience Requirement: 3 months of verifiable experience operating commercial agriculture equipment of 300 HP or more. Applicants must furnish job references from employers of the last 5 years establishing acceptable prior experience. Season Commitment: Job offered requires worker be available for and worker agrees to work every day that work is available for entire employment period. Worker must be able to perform job description duties in safe manner consistent with established safety procedures. Drug testing may be required if worker is involved in workplace injury resulting in damage to property or injury to others. Worker agrees to testing as a condition of employment. Testing done at employers expense and not utilized as a pre-employment tool.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will arrange inbound transportation via charter of 48-50 seat bus, 10-20 seat passenger van, or commercial airplane as needed. Worker may select means of transportation to place of employment, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Employer will advance inbound transportation amount no later than first workweek.			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Worker must possess requisite physical strength and endurance to repeat harvest process throughout workday. Worker must work at sustained pace and make good faith efforts to work efficiently as reasonable under working conditions. Worker must be able to have basic verbal and written comprehension in English required and the ability to use and understand basic computer/handheld electronic devices. Field work begins at assigned time shortly after daylight. Work may be scheduled during moderate rain, in high humidity, when trees are wet with dew/rain, and in temperatures as low as 30 degrees F and up to 105 degrees F. Worker should have suitable clothing for variable weather conditions. Employer conducts and worker must attend orientation on workplace rules, harvest methods, crop specific issues, policies and safety information. Employer provides and worker must comply with instructions and general supervision. Other duties assigned under this order will be consistent with Farmworkers and Laborers, Crop, Nursery, and Greenhouse under Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2091.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer retains possession and control of housing and will conduct weekly inspections for compliance with rules. Worker and other housing occupants must vacate housing within 48 hours of termination of employment. No person not authorized by Employer may occupy housing. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).</p> <p>Employer distributes and posts housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment and removal from housing.</p> <p>Employer generally uses 3-step disciplinary process:</p> <ul style="list-style-type: none">1) written warning for first violation,2) written warning for second violation,3) termination upon third violation.			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workers Comp Insurance
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Worker's Compensation Insurance Carrier: Farm Bureau Insurance</p> <p>Deadline for filing claim: Notice should be given as soon as practical following date of injury or death, but no later than 24 hours after incident.</p> <p>Contact information for person who is to be notified in order to file a claim: Jami Koebel at 269-208-1715</p>			

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g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Anticipated Work Schedule
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Contract hours represent anticipated work schedule. Prevailing practice results in adjusting hours and work schedule to meet agriculture needs due to crop conditions, weather, and requirement to send product to market when fresh. When hours per day exceed job order hours, Employer offers, but not requires worker additional hours.			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Pay Period and Wages
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Pay Period: Pay period is Thursday through Wednesday, paid Saturday. Employer issues paper checks or electronic deposit. Wage offered is current AEWR or as amended by law.			

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i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - No Complete, No Re-Hire Policy
3. Details of Material Term or Condition (up to 3,500 characters) * No Complete, No Re-Hire: Voluntary termination, abandonment or termination for lawful job-related reasons before specified end date will disqualify worker from future employment opportunities with Employer. For worker who resigns employment voluntarily, Employer will consider and evaluate special circumstances and hardship on case by case basis. Worker is required to notify Employer prior to voluntarily terminating employment to be considered and eligible for exemption to no complete, no rehire policy. If no notice provided, Employer sends wages due to worker's last known address. Worker must provide complete accurate address no later than first day of employment.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Training Provided
3. Details of Material Term or Condition (up to 3,500 characters) * -Good Agricultural Practices -Primus -Worker Protection Standards -HACCP -Right to Know -Worker & Heat Safety -FSMA			

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k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Delivery Locations
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Deliveries of Employer product will occur in various locations in following counties and states: Indiana: St Joseph, Elkhart, LaPorte			

l. Job Offer Information 12

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound Transportation Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Employer will not reimburse, pay for or provide inbound transportation and subsistence to worker who resides within reasonably commutable distance or who does not provide identity and employment eligibility documentation required to complete Form I-9, who has knowledge at recruitment place that worker cannot perform job order duties, who abandons employment, or who is discharged for lawful job related reasons.			

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m. Job Offer Information 13

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Outbound Transportation Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Criteria for benefit are identical for foreign and domestic workers. Worker may select means of transportation home, however, reimbursement is limited to lesser of per worker cost of Employer provided transportation or most economical and reasonable common carrier transportation cost. Worker who arranges own transportation assumes all liability and holds Employer harmless for damages, injuries, and personal or property losses, pays for transportation and subsistence and submits expense documents to Employer for reimbursement (as detailed above) to be paid by check sent via US mail or other delivery system worker requests. Employer will not reimburse, pay for or provide outbound transportation and subsistence to worker who resides within reasonably commutable distance, who does not provide documentation of identity and employment eligibility required to complete Form I-9, who has knowledge at recruitment place that worker cannot perform job order duties, who abandons employment, or who is discharged for lawful job related reasons.			

n. Job Offer Information 14

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Vehicle(s) used will be determined by needs of the day. If number of workers requiring transportation exceeds number of seats in vehicle, Employer will make multiple trips. Sometimes, workers may walk from housing to worksite location due to proximity. All employer provided vehicles are properly inspected and insured. All drivers are properly licensed.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Farm Equipment Maintenance & Tractor driving and Forklift Operation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Farm Equipment Maintenance: The worker will be required to do daily safety inspections on vehicles, tractors, and other farm vehicles. The worker will be required to sweep, power wash, remove debris, wash windows and lubricate the farm equipment before and after use as needed. The worker will be required to grease (general lubrication) and check fluids (Oil and Fluids levels) and refuel. Pay will be hourly.</p> <p>Tractor driving and Forklift Operation: Worker will be required to drive tractor to and from many different worksites. Tractor operating will include the use of different attachments used for planting, harvesting, soil preparation, cultivation, tillage, disking, mowing, mowing, cleaning and general maintenance. Worker may be required to safely drive forklift in the shop and in and around farm buildings as necessary and directed by Employer. Worker may be responsible for moving product in packing area, loading shipping trailers, stacking packaging in packinghouse. Worker must inspect forklift prior to operating and report any issues immediately to Employer or Supervisor prior to operation. Additional training will be provided for these tasks. Pay will be hourly.</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Farm Equipment Season Preparation & Tillage, Discing and Cultivation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Farm Equipment Season Preparation: Worker may be required to help prepare farm equipment for field work, planting, and harvesting. Worker may check equipment fluids and change existing engine oil. Workers may grease farm equipment. Worker will revise equipment for any leaks or worn hoses and advise supervisor of any necessary repairs. Worker may help check battery life, air filters, tire pressure, and other parts of farm equipment to ensure equipment is properly ready for season use. Pay will be hourly.</p> <p>Tillage, Discing and Cultivation: Employee will use tillage equipment such as discs, high speed discs, cultivators, in-line rippers, and chisel plows to remove unwanted weeds and prepare soils for the next activities. Worker will be required to change shovels ripper points and adjust and operate the tillage equipment as instructed by supervisor to ensure that the tillage tool is operating in the most efficient way as well as properly prepping the soil for further work. Tillage is a way of breaking compaction, destroying unwanted weeds, and promoting soil health and sustainability. A cultivator attachment tool may be used for the mechanical removal of weeds via three-point mounted row crop. Pay will be hourly.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Disking & Planting Crops/Tillage
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Disking: Employee will use disking machine to remove weeds, and other materials as instructed from designated work areas. Disking machine will be used to till the soil where crops are to be planted, to chop up unwanted weeds. Worker will ensure that the disking will repeatedly slice any ground to which they are applied in order to optimize the result of the soil. Primary tillage tools will be used to break virgin ground, incorporate residue into the soil in preparation for further work, and break up a compacted soil in order to increase soil aeration and to promote soil permeability in lower levels of the soil profile. Pay will be hourly.</p> <p>Planting Crops/Tillage: The Worker will work and prepare the ground for planting by performing various activities such as tillage rip, disking, cultivating using tractor and other farm equipment. The worker will perform the task of planting of different crops using the designated farm equipment according to instructions. The worker will make sure to prepare and to have all the equipment and supplies needed to perform the task of planting in the instructed area. The worker will be required to fill the planter with seed and/or fertilizer for this activity. The worker will always make sure to exercise care when using farm equipment. Pay will be hourly.</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Harvesting Crops
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The worker will operate a harvester, tractor, grain cart, and semi-trucks to perform crop harvesting tasks of different crops and grain. The worker will inspect and make sure the harvester or other farm equipment is in good conditions before operating it. The worker will perform the harvesting tasks in the designated fields according to instructions. The worker will make sure to prepare and to have all the equipment and supplies needed to perform the task throughout the day. The harvested product will then be transported to a storage area. The worker will machine harvest greenbeans by operating the greenbeans harvester as instructed by the supervisor or Employer. Worker will be required to transport the crop from the work area to the packing facility or designated area and return to field after delivering the harvested product. Worker may assist with additional duties related to crop harvest as directed by supervisor. The worker will make sure to exercise care when using farm equipment. Pay will be hourly.</p>			

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s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Spray Applicator & Grapes Spraying
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Spray Applicator (liquid/dry fertilizer, foliar nutrients and herbicides, adjuvants, fungicides, insecticides): Worker will assist a certified applicator and apply liquid/dry fertilizer and herbicides, fungicides, and insecticides while utilizing PPE as directed by Employer.</p> <ul style="list-style-type: none">•Worker will prepare application of fertilizer, crop protectants and other treatment products according to employer's work order. Worker will transfer dry or liquid bulk products from trailers into bulk spreading vehicles. They will handle, lift, load equipment and operate controls.•Worker will effectively operate bulk spreading vehicles including:<ul style="list-style-type: none">oDry fertilizer spreader: self-propelled Terra Gator with New Leader dry box or similar.oLiquid fertilizer sprayer: self-propelled John Deere sprayer or similar.•Worker will apply dry or liquid fertilizer, crop protectants and other treatment products. Worker will ensure complete coverage to designated areas. Worker will check equipment for proper application and spread pattern and make corrections as needed.•Worker will apply herbicides, fungicides, insecticides, adjuvants and foliar nutrients to crops as needed based on weather conditions. This involves the use of a John Deere self-propelled sprayer. Worker will utilize PPE as directed by Employer. <p>Worker will carefully and accurately follow the list of chemicals written in the loading building to load into sprayer tank in order, as well as fill the tank with water. Worker will then apply the spray mixture to crops in field by driving the self-propelled sprayer and spray at proper rates as per pre-season training. Upon completion of a given application, worker will provide appropriate maintenance to sprayer and wash sprayer when needed.</p> <p>Pay will be hourly.</p> <p>Grape Spraying: Worker will be required to spray grapes in assigned vineyard blocks as directed by Supervisor or Employer. The worker will use a tractor with a large spray attachment. Worker must be able to safely drive the tractor, exercising caution as to not damage grape plants and other objects. Worker must be able to read measurements (quarts, pints, ounces) and accurately combine chemicals according to supervisor instructions. The worker must wear Personal Protective Equipment in accordance to company policies. During peak season worker may be asked to occasionally work overnight shifts and offered shifts up to 18 hours long due to weather conditions. Worker may not use the phone while spraying.</p> <p>Pay will be hourly.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Vehicle & Semi-truck/Trailers Driving
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Vehicle driving: Worker required to possess a valid driver's license and be eligible to drive under Michigan law with proof of no infractions from official source. Employer may require worker to drive Employer-provided vehicle to and from the worksite and to locations within 100 miles as directed.</p> <p>Pay will be hourly.</p> <p>Semi-truck/trailers driving: If worker possesses a valid driver's license with CDL endorsement and is eligible to drive under Michigan Law with proof of no infractions from an official source, worker may be required to operate different types of semi-trucks and trailers that are used during planting and harvesting a variety of crops. Worker will haul harvested crop to dryer and grain bin site. The worker will haul the harvested greenbeans to packing house. Worker may be required to operate tractor with grain cart. The worker will transport harvested grain to and from fields by pulling grain cart. The Worker will transport grain to an Elevator or storage area. The worker will unload grain into semi grain hopper bottom trailers. The worker will load, and unload harvested grain as directed by Employer or supervisor. The worker may be required to transport hopper bottom trailers to and from worksites across State lines within 100 mi radius. To be eligible for driving jobs, worker must understand and agree to driving rules as outlined in work rules below.</p> <p>Pay will be hourly.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Farm Maintenance & Additional Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Farm Maintenance: The worker will assist and perform maintenance task including mowing, picking up garbage, roots, rocks around the fields, vineyards, and farm buildings place them in a tractor bucket or loader and take them to a specified area as directed by Supervisor. The worker will be required to monitor the maintain the landscape and perform tasks such as mowing grass and weeding/weed prevention to keep worksites in good condition and prevent damage to produce and crops. Mowing involves driving/using the tractor/mower to cut grass and other crops. Worker may be asked to perform these tasks in the evening according to Supervisor instructions.</p> <p>Pay will be hourly.</p> <p>Additional job duties may include:</p> <ol style="list-style-type: none">1.Worker will have maintenance duties that include mowing grass, picking up garbage around the worksites, and cleaning farm machinery and buildings.2.Worker will help in operate and maintaining overhead irrigation, pivots and wells as directed by supervisor.3.Worker will be required to operate powered industrial trucks to load and unload materials and move them to and from areas designated by Supervisor.4.Worker will be required to haul seed, fertilizer, chemicals, fuel, and other products to fields for planting, spraying, tillage and harvest and other designated areas according to Supervisor instructions.5.Worker will use hand tools for repair such as wrench, torch, power saw, air impact, welding equipment and basic maintenance tools such as a power washer, shovel, and other hand tools. All tools will be provided by employer.6.Worker may be required to change shovel/points on tillage equipment. <p>Pay will be hourly.</p>			

v. Job Offer Information 22

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p>			

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